farther than previous authority, — for the bridges and other structures that hitherto have become obstructions chanced not to be facilities of maritime commerce. But, of course, the benefit of the plaintiff's wharf, although built for water traffic, accrued solely to himself. It was not built for public benefit under express contract with the government.

RECENT CASES

ADMINISTRATIVE LAW — ESSENTIALS OF HEARING BEFORE ADMINISTRATIVE BOARD ACTING JUDICIALLY. — An order of the state public utilities commission, made after public hearing as required by statute, was based on evidence obtained at the public hearing, and also upon *ex parte* investigations of the commission, of which the party affected was ignorant. *Held*, that this procedure violates the statutory requirement of a hearing. *Farmers' Elevator Co.* v. *Chicago, R. I. & P. Ry. Co.*, 107 N. E. 841 (Ill.).

This adds another to the list of American cases requiring that administrative boards shall not act in their quasi-judicial capacity without full disclosure of all evidence affecting the result. The principles involved are discussed in 28 HARV. L. REV. 198. See also 27 HARV. L. REV. 683.

BILLS AND NOTES — FORMAL REQUISITES — PROVISION TO APPLY COLLATERAL SECURITY TO ANY INDEBTEDNESS TO THE HOLDER. — A note made by the plaintiff recited that collateral had been deposited as security for its payment or for the payment of any other liability to the holder thereof. The note, with the security, was transferred to the defendant for value before maturity, and he seeks to hold the collateral as security for other debts of the plaintiff to him. The plaintiff having tendered the amount of the note sues for conversion. *Held*, that the plaintiff cannot recover. *Oleon* v. *Rosenbloom*, 93 Atl. 473 (Pa.).

The recital of collateral securing a note, similar to a power to confess judgment, does not destroy its negotiability. *Towne* v. *Rice*, 122 Mass. 67; see BRANNAN, NEGOTIABLE INSTRUMENTS LAW, § 5. Security for the payment of the note itself follows the note into the hands of subsequent holders and accrues to their benefit. *Carpenter* v. *Longan*, 16 Wall. (U. S.) 271. As between the original parties the security may also be applied to the payment of other debts as well as the note, according to the terms of the contract between them, if it so provides. *Hathaway* v. *Fall River National Bank*, 131 Mass. 14; *Union Brewing Co.* v. *Inter-State Bank & Trust Co.*, 240 Ill. 454, 88 N. E. 997. The word "holder" is a well-defined mercantile term, and when the agreement of the maker is unambiguous, to secure all debts to the holder, it is held that he likewise may thus broadly use the security. *Richardson* v. *Winnissimmet National Bank*, 189 Mass. 25, 75 N. E. 97; *Mulert* v. *National Bank of Tarentum*, 210 Fed. 857. This result need not be based upon any theory of the negotiability of such general security along with the note, or of a contract for the benefit of a third party. The maker has simply created a power, or agency, collateral to the note, to pass over the security for this broad purpose to anyone becoming a holder of the note. This would seem to be adequate to clothe the holder with the rights claimed.

CONFLICT OF LAWS — RIGHTS AND OBLIGATIONS OF FOREIGN CORPORATIONS — ASSESSMENT UPON MEMBER OF FOREIGN MUTUAL BENEFIT INSURANCE

ASSOCIATION AUTHORIZED BY STATUTE OF CORPORATION'S DOMICILE. — The plaintiff joined, in New York, a mutual benefit insurance association, incorporated in Canada, and licensed to do business in New York. Under the authority of a special act of the Canadian Parliament, the association, to meet a threatened deficit, levied a heavy assessment, not authorized by the policies, which was declared a lien on the policies. The plaintiff sues to have the lien set aside. *Held*, that the lien is invalid. *M'Clement* v. *Supreme Court, I. O. F.*, 88 N. Y. Misc. 475 (Sup. Ct.). On the same facts, in an action on the policy, *held*, that the lien is valid. *Stockwell* v. *Supreme Court, I. O. F.*, 216 Fed. 205 (Dist. Ct., W. D., N. Y.).

For a discussion of the extent of the control retained over a foreign corporation by the sovereign of its domicile, see NOTES, p. 797.

CONFLICT OF LAWS — TESTAMENTARY SUCCESSION — ENHANCEMENT OF TESTAMENTARY CAPACITY BY CHANGE OF DOMICILE. — A Dutch subject made her will in Holland, appointing her intended husband heir of her estate, which consisted wholly of personalty, "with reservation only of the legitimate portion or the lawful share" coming to her descendants. The marriage was then celebrated in Holland, the domicile of both parties. Later they became domiciled in England, where the testatrix predeceased her husband, leaving children also surviving. By Dutch law the "legitimate portion" of the children would have taken three-fourths of the estate, whereas the English law contained no such restriction. *Held*, that the husband is entitled to the entire estate. *In re Groos*, 9 Wkly. Notes, 100, 138 L. T. J. 409 (Ch. Div.).

A previous adjudication decided that the subsequent marriage did not revoke the will. *In the Estate of Jeanne Theodora Groos*, [1904] P. 269. See also DICEY, CONFLICT OF LAWS, 2 ed., 680, 686; Lord Kingsdown's Act, 24 & 25 VICT., c. 114. Consequently, the sole problem under consideration was to determine who was entitled. It is fundamental that a will of personalty becomes effective according to the law of the maker's domicile at death. *Moultrie* v. *Hunt*, 23 N. Y. 394; *Nat.* v. *Coons*, 10 Mo. 543; see *Dupuy* v. *Wurtz*, 53 N. Y. 556, 560. English law, therefore, determined the testatrix's capacity. Questions of construction, however, are to be settled according to the law of the domicile at the time of making. *Staigg* v. *Atkinson*, 144 Mass. 564, 12 N. E. 354. Dutch law, then, controlled this. Here the words in the circumstances under which they were used said that the husband should have all the property save that which the law required be given the testatrix's direct descendants. The Dutch law contained such a limitation on capacity. The English law, which came to govern in this respect, did not. The meaning of the words, however, continued constant; merely their legal effect was changed. Analogous situations would be the intervention between the date of the will and the testator's death of a *mortmain* statute increasing the amount of property that might be disposed of to charity, or of an enactment that devises should not carry rents partially accrued at the testator's death. *In re Bridger*, [1894] 1 Ch. 297; *Hasluck* v. *Pedley*, L. R. 19 Eq. 271.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — CARRIER REQUIRED TO PERFORM TERMINAL HAULAGE FOR ANOTHER. — An order of the Interstate Commerce Commission required a carrier having extensive terminal facilities in a city over which it performed terminal haulage for two other railroads to perform the same service for a third, to which service had previously been refused. *Held*, that the regulation is due process of law. *Pennsylvania Co.* v. *United States*, 236 U. S. 351.

For a discussion of this case and its tendency to remove any supposed constitutional barriers interfering with the enforcement of through connecting carriage, see NOTES, p. 799.